

IN THE UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

COUNTRYWIDE FINANCIAL	)	No. 15-72700
CORPORATION, et al.,	)	
Petitioners,	)	NLRB No. 31-CA-072916
v.	)	NLRB No. 31-CA-072918
NATIONAL LABOR RELATIONS	)	
BOARD,	)	
Respondent.	)	
<hr/>		
NATIONAL LABOR RELATIONS	)	No. 15-73222
BOARD,	)	
Petitioner,	)	NLRB No. 31-CA-072916
v.	)	NLRB No. 31-CA-072918
COUNTRYWIDE FINANCIAL	)	
CORPORATION, et al.,	)	
Respondents.	)	
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**ON PETITION FOR REVIEW FROM THE DECISION OF  
THE NATIONAL LABOR RELATIONS BOARD,  
BOARD CASE NOS. 31-CA-072916 AND 31-CA-072918**

**PETITIONERS and CROSS-RESPONDENTS COUNTRYWIDE  
FINANCIAL CORPORATION; COUNTRYWIDE HOME LOANS, INC.;  
and BANK OF AMERICA CORPORATION'S  
REQUEST FOR JUDICIAL NOTICE**

**GREGG A. FISCH  
PAUL BERKOWITZ  
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP  
1901 Avenue of the Stars, Suite 1600  
Los Angles, California 90067  
Telephone: (310) 228-3700  
Attorneys for Petitioners and Cross-Respondents**

Pursuant to Federal Rules of Evidence, Rule 201 and Ninth Circuit Rule 27, Petitioners and Cross-Respondents Countrywide Financial Corporation, Countrywide Home Loans, Inc. and Bank of America Corporation (collectively, “Petitioners”) file this motion to respectfully request that the Court take judicial notice of the following documents:

1. **Exhibit A**, Arbitrator’s October 20, 2014 Final Order and Award Granting Final Approval of Class Action Settlement, JAMS Case No. 100072060.
2. **Exhibit B**, Court Order Confirming Arbitrator’s October 20, 2014 Final Order and Award Granting Final Approval of Class Action Settlement, 2:09-cv-5898-CAS (PJWx), Dkt. No. 88 (C.D. Cal. Oct. 29, 2014).
3. **Exhibit C**, December 1, 2014 Letter from the NLRB denying Claimants’ Request to Withdraw Charges and Dismiss the Consolidated Complaint.

Under Federal Rules of Evidence, Rule 201(c), a court must take judicial notice of adjudicative facts if requested by a party and supplied with the necessary information. Fed. R. Evid. 201(c). Judicial notice may be taken at any stage of the proceeding, including during the pendency of an appeal. *Papai v. Harbor Tug & Barge Co.*, 67 F.3d 203, 207 (9th Cir. 1995) (*rev’d on other grounds*). A judicially-noticed fact is “a fact that is not subject to reasonable dispute because it: (1) is generally known within the [] court’s territorial jurisdiction; or (2) can be

accurately and readily determined from sources whose accuracy cannot reasonably be questioned.” Fed. R. Evid. 201(b). Adjudicative facts of which the Court may take judicial notice include “court filings and other matters of public record.”

*Reyn's Pasta Bella, LLC v. Visa USA, Inc.*, 442 F.3d 741, 746, n.6 (9th Cir. 2006) (taking judicial notice of court filings); *Papai*, 67 F.3d at 207, n.5 (taking judicial notice of decision and order of administrative law judge). In addition, courts have found arbitration awards subject to judicial notice. *See Klahn v. Quizmark, LLC*, 2013 WL 4605873, at \* 1 n. 4 (N.D. Cal. Aug. 28, 2013) (“The arbitration award is a fact ‘that is not subject to reasonable dispute,’ *see* Fed. R. Evid. 201, and, as such, likewise is subject to judicial notice.”).

Here, the Court may properly take judicial notice of **Exhibits A-C** since they consist of a court filing, arbitration award, and public agency records.

Accordingly, Petitioners respectfully request that this Court take judicial notice of Exhibits A-C.

Dated: April 14, 2016

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By */s/ Gregg A. Fisch*

Gregg A. Fisch

Paul Berkowitz

Attorneys for Petitioners and Cross-Respondents  
COUNTRYWIDE FINANCIAL CORPORATION;  
COUNTRYWIDE HOME LOANS, INC.; and  
BANK OF AMERICA CORPORATION

## **EXHIBIT “A”**



JAMS

DOMINIQUE WHITAKER and  
JOHN WHITE; on behalf of  
themselves, all others similarly situated,  
the general public and as "aggrieved  
employees" under the California Labor  
Code Private Attorneys General Act,

Plaintiffs,

vs.

COUNTRYWIDE FINANCIAL  
CORPORATION, a Delaware  
Corporation doing business in the state  
of California; and BANK OF  
AMERICA CORPORATION, a  
Delaware Corporation doing business in  
the State of California,  
COUNTRYWIDE HOME LOANS,  
INC. a New York corporation, and  
DOES 1-10, inclusive,

Defendants.

JAMS Case No. 1100072060  
Joel Grossman, Esq., Arbitrator

USDC Case No. 09-CV-5898-  
CAS(PJWx)  
Hon. Christina A. Snyder

~~PROPOSED~~ ARBITRATOR'S  
FINAL ORDER AND AWARD  
GRANTING FINAL APPROVAL  
OF CLASS ACTION  
SETTLEMENT

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The matter having come before the Arbitrator, Joel Grossman, Esq. on  
3 September 29, 2014, for Final Approval of the Class Action Settlement Agreement  
4 and Stipulation (the "Settlement Agreement" or "Settlement," which was attached  
5 as an exhibit to the Declaration of Mark R. Thierman filed in support of the Motion  
6 for Preliminary Approval of Class Action Settlement), and the Arbitrator having  
7 considered all papers filed and all proceedings held herein, and otherwise being  
8 fully informed of the premises and good cause appearing therefor, it is

9 ORDERED, ADJUDGED AND DECREED THAT:

10 1. This Order incorporates by reference all the definitions set forth in the  
11 Settlement Agreement, and all terms defined in the Settlement Agreement shall  
12 have the same meaning in this Order as set forth in the Settlement Agreement.

13 2. The Arbitrator grants final approval of the Settlement Agreement  
14 based upon the terms set forth therein. The Settlement is fair, adequate and  
15 reasonable to the Class.

16 3. The Arbitrator has jurisdiction over this matter based upon agreements  
17 among the Parties and pursuant to an order of the Hon. Christina A. Snyder, Judge  
18 of the United States District Court for the Central District of California, compelling  
19 this case (i.e. Case No.: CV09-5898CAS (PJWx)) into arbitration.

20 4. The Arbitrator finds that the Settlement has been reached as a result of  
21 intensive, serious, and non-collusive, arm's-length negotiations. The Arbitrator  
22 further finds that the Parties have conducted extensive and costly investigation and  
23 research into the facts relating to the case, and that the Parties and their counsel  
24 have been able to reasonably evaluate their respective positions. The Arbitrator  
25 also finds that the Settlement, at this time, will avoid substantial additional costs, as  
26 well as avoid the delay and risks that would be presented by further prosecution of  
27 the Action.

28 5. The Arbitrator finds that the distribution of the Notice directed to the  
Class Members (as set forth in the Settlement Agreement and the other matters set



1 forth therein) has been completed by the settlement administrator, Garden City  
 2 Group (the "Claims Administrator") pursuant to the Order Granting Preliminary  
 3 Approval of Class Action Settlement issued by the Arbitrator on July 8, 2014,  
 4 including individual notice by first class mail to all 2,651 Class Members identified  
 5 by Defendants who could be identified through reasonable effort. The Arbitrator  
 6 finds that the Notice sent to them provided due and adequate notice to said persons  
 7 of the proceedings and of the matters set forth therein, including the proposed  
 8 settlement terms embodied in the Settlement Agreement, comports with due  
 9 process and was the best practical notice under the circumstances. As of October 5,  
 10 2014, the Claims Administrator reports having received 1,315 claims timely  
 11 submitted on or before the September 18, 2014 deadline to submit claims,  
 12 representing a claim estimated to be 60.48% of the Net Settlement Fund made  
 13 available by the Settlement<sup>1</sup> No Class Members objected to the Settlement. Only  
 14 two Class Members requested exclusion from the Settlement. To the extent  
 15 additional, timely-submitted Claim Forms are received by the Administrator, they  
 16 shall be accepted and paid pursuant to the terms of the Settlement. The Arbitrator  
 17 further approves as reasonable the Parties' agreement to accept late-submitted  
 18 claims that have been received by the Claims Administrator up through and  
 19 including October 16, 2014, and approves the agreement that neither party will seek  
 20 acceptance of further late claims thereafter. Said late claims shall be paid pursuant  
 21 to the terms of the Settlement. To the extent the Parties are not able to agree to the  
 22 disposition of any of the remaining outstanding disputed claims, the Claims  
 23 Administrator is hereby authorized to resolve said disputes, and the Parties shall be  
 24 bound by the Claims Administrator's decisions. Each Class Member is bound by  
 25 the terms of the Settlement, including its release, regardless of whether he or she  
 26 submitted a Claims Form.

27 <sup>1</sup> In the declaration of Jennifer M. Keough on behalf of the Claims Administrator, dated  
 28 September 22, 2014, she reported that, as of September 18, 2014, 55.37 % of the Net Settlement  
 Fund had been claimed by 1,177 claimants, but that timely postmarked claims were still being  
 received.

1           6. The Arbitrator hereby approves the Settlement, finding that it is, in all  
2 respects, fair, adequate, and reasonable, and directs the Parties to effectuate the  
3 Settlement according to its terms. The Arbitrator has reviewed the monetary  
4 recovery that is being granted as part of the Settlement and recognizes the  
5 significant value of that monetary recovery to the Class.

6           7. For purposes of this Award, and for settlement only, the Arbitrator  
7 hereby certifies the Settlement Class, as defined in the Settlement, i.e. "all members  
8 of the Plaintiff Class who are given notice under the terms of this Settlement  
9 Agreement and failed to timely and properly opt out of the settlement provided by  
10 this Settlement Agreement." The Plaintiff Class, as defined in the Settlement,  
11 "comprises all persons who were employed by Defendants in the State of California  
12 between May 26, 2005 and March 31, 2009 (the "Class Period") as non-exempt  
13 Account Managers and/or Customer Service Representatives in Defendants' Home  
14 Retention Division, Customer Service Division, and/or Customer Service  
15 Operations, and all non-exempt Customer Service Tele Reps and/or similarly-titled  
16 call center employees." The Arbitrator further finds that it is appropriate and  
17 reasonable that the Parties have excluded from the Settlement Class any individual  
18 who has entered into a severance and release agreement with the Defendants, to the  
19 extent such agreement releases claims during the weeks worked during the Class  
20 Period.

21           8. For purposes of approving this settlement only, the Arbitrator finds  
22 that the requirements of class certification under Fed.R.Civ.P. 23 are satisfied,  
23 including that (a) the members of the Settlement Class is ascertainable and so  
24 numerous that joinder of all members is impracticable; (b) there are questions of  
25 law or fact common to the Settlement Class which predominate over individual  
26 issues; (c) the claims of the named plaintiffs are typical of the claims of the  
27 Settlement Class Members; (d) the named plaintiffs have fairly and adequately  
28 protected the interests of the Settlement Class Members; (e) a class action is  
superior to other available methods for an adjudication of these claims; and (f)



1 Class Counsel are qualified to serve as counsel for the named plaintiffs and  
2 Settlement Class Members.

3 9. The Arbitrator hereby appoints the named plaintiffs, Dominique  
4 Whitaker and John White, as the class representatives for the Settlement Class.

5 10. The Arbitrator hereby appoints Class Counsel as counsel for the  
6 Settlement Class.

7 11. As of the Effective Date, every member of the Settlement Class shall  
8 be deemed to have conclusively and finally released all claims that are the subject  
9 of the Settlement Agreement. All Settlement Class members shall be forever barred  
10 and enjoined from prosecuting the released claims against the parties released by  
11 way of the Settlement Agreement.

12 12. The Arbitrator hereby awards attorneys' fees in the amount of  
13 \$2,500,000, with \$1,325,000 payable to the Cullen Law Firm, APC and \$1,175,000  
14 collectively to the Thierman Law Firm and Setareh Law Group. The Arbitrator  
15 finds that this fee award fully satisfies all fees incurred by the law firms that have  
16 represented the named plaintiffs and the Class Members in this proceeding. The  
17 Arbitrator finds the amount of the fee award justified based not only on the number  
18 of hours reasonably expended by Class Counsel in the prosecution of this case, but  
19 based upon all the facts set forth in the declarations of counsel in support of  
20 preliminary and final approval herein. The Arbitrator is mindful that this fee,  
21 constituting one third of the amount offered in settlement to the class, is slightly  
22 above the benchmark 25% fee awarded by some federal courts. Nevertheless, the  
23 Arbitrator finds the fee award of \$2.5 million fully warranted in light of the results  
24 achieved by Class Counsel; the significant risks undertaken by Class Counsel in  
25 prosecuting this case; the time, effort, and expense invested by Class Counsel; the  
26 skill and determination demonstrated by Class Counsel; and the substantial  
27 monetary payment that will be received by each of the at least 1,315 participating  
28 Settlement Class members. The Arbitrator also finds that this fee award is justified  
by the length and complexity of this multifaceted litigation, which was undertaken

1 on a contingent fee basis, with Class Counsel having worked for five years on the  
2 case without any compensation whatsoever.

3 13. Based upon the evidence submitted by Class Counsel of expenses  
4 incurred by them in the prosecution of this action, the Arbitrator hereby awards  
5 attorneys' costs in the amount of \$ 9,945.52 to the Cullen Law Firm, APC, \$  
6 9,349.50 to the Thierman Law Firm, and \$ 8,780.05 to the Setareh Law Group for  
7 an aggregate amount of \$28,075.07 in Plaintiffs' litigation costs. The Arbitrator  
8 finds that these expenses were reasonably incurred in the course of the litigation  
9 and are properly reimbursed pursuant to the terms of the Settlement Agreement.

10 14. Based upon the evidence submitted by the Class Representatives in  
11 their declarations in support of final approval, noting the substantial risks that they  
12 undertook and the significant time and effort that they invested in the prosecution of  
13 this case, the Arbitrator hereby approves the enhancement payments to each of the  
14 named plaintiffs in the amount of \$20,000, for a cumulative total of \$40,000. The  
15 Arbitrator further finds that the amounts paid hereunder are justified in light of the  
16 length of the litigation and, by virtue of the size of the Settlement, the probable  
17 publicity that is likely to be generated upon confirmation of the award in court.

18 15. The Arbitrator hereby approves the allocation set forth in the  
19 Settlement Agreement for claims for civil penalties pursuant to the Private  
20 Attorneys' General Act ("PAGA") in the amount of \$25,000. The Arbitrator finds  
21 that this amount is fair and reasonable. The Arbitrator directs that, from that  
22 \$25,000, seventy-five percent (75%) -- \$18,750 -- shall be paid to the California  
23 Labor Workforce Development Agency and twenty-five percent (25%) -- \$6,250  
24 shall be made available for distribution to Settlement Class Members in accordance  
25 with the Settlement.

26 16. The Arbitrator hereby orders Class Counsel to continue to use their  
27 best efforts to obtain a withdrawal or final dismissal of the ULP Charge, including  
28 but not limited to promptly notifying the NLRB of the progress of the settlement of  
the Lawsuit, and providing the NLRB with any information that it may request in



1 connection with a request to withdraw or dismiss the ULP Charge. The Parties  
2 shall otherwise use their best efforts to effectuate a withdrawal or final dismissal of  
3 the ULP Charge and the pending appeal.

4 17. The Arbitrator hereby approves the claims administration fees payable  
5 to Garden City Group in an amount up to \$45,000.

6 18. The Arbitrator hereby orders the Claims Administrator to distribute the  
7 monetary settlement award in accordance with the provisions of the Settlement  
8 upon confirmation of this Award by the District Court.

9 19. After administration of the Settlement has been completed in  
10 accordance with the Settlement Agreement and all amounts calculated, and in no  
11 event later than 180 days after the Effective Date, Defendants shall file a report  
12 with the Arbitrator certifying compliance with the terms of the Settlement.

13 20. Without affecting the finality of this ARBITRATOR'S FINAL  
14 ORDER AND AWARD GRANTING FINAL APPROVAL OF CLASS ACTION  
15 SETTLEMENT, the Arbitrator hereby retains continuing jurisdiction over the case,  
16 including the interpretation, implementation and enforcement of the Settlement and  
17 all orders and judgments entered in connection therewith.

18 21. If for any reason the Court does not enter an order and judgment  
19 confirming the ARBITRATOR'S FINAL ORDER AND AWARD GRANTING  
20 FINAL APPROVAL OF CLASS ACTION SETTLEMENT, or if the "Effective  
21 Date" of the Settlement Agreement otherwise does not occur for any reason  
22 whatsoever, the Settlement and all evidence and proceedings had in connection  
23 therewith, including without limitation the certification of a class for settlement  
24 purposes as set forth in this Order, shall be without prejudice to the status quo ante  
25 rights of the parties to the litigation.  
26  
27  
28



Dated: Oct 20, 2014

Joel Grossman, Esq.  
ARBITRATOR

**PROOF OF SERVICE BY EMAIL & U.S. MAIL**

Re: Whitaker, Dominique, et al. vs. Countrywide Financial Corp, et al.  
Reference No. 1100072060

I, Jose Maria D. Patino, Jr., Esq., not a party to the within action, hereby declare that on October 20, 2014, I served the attached ARBITRATOR'S FINAL ORDER AND WARD GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Santa Monica, CALIFORNIA, addressed as follows:

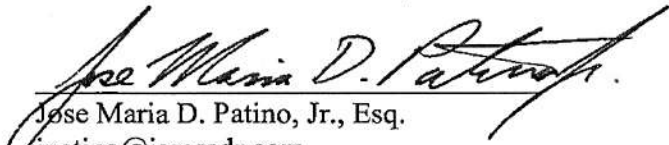
Shaun Setareh Esq.  
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John White

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Parties Represented:  
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Countrywide Home Loans

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Parties Represented:  
Dominique Whitaker  
John White

I declare under penalty of perjury the foregoing to be true and correct. Executed at Santa Monica,  
CALIFORNIA on October 20, 2014.

  
Jose Maria D. Patino, Jr., Esq.  
jpatino@jamsadr.com

## **EXHIBIT “B”**



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 paul@cullenlegal.com  
*(additional counsel on page 2)*

Attorneys for Plaintiffs JOHN WHITE and DOMINIQUE  
 WHITAKER, individually on behalf of themselves, all  
 others similarly situated, and the general public

**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA**

DOMINIQUE WHITAKER and JOHN  
 WHITE; on behalf of themselves, all  
 others similarly situated, the general  
 public and as "aggrieved employees"  
 under the California Labor Code Private  
 Attorneys General Act,  
 Plaintiffs,

vs.

COUNTRYWIDE HOME LOANS,  
 INC., a Delaware Corporation doing  
 business in the state of California; and  
 BANK OF AMERICA a Corporation  
 doing business in the state of California,  
 COUNTRYWIDE HOME LOANS,  
 INC., a New York corporation; and  
 DOES 1 to 100, inclusive,  
 Defendants.

CASE NO.: CV09-5898CAS(PJWx)

Honorable Christina A. Snyder  
 (Magistrate: Andrew J. Wistrich)

CLASS ACTION: Rule 23 Plaintiff  
 Class

Assigned to Honorable Christina A.  
 Snyder, Courtroom 5, 2<sup>nd</sup> Floor

**AMENDED [PROPOSED] ORDER  
 CONFIRMING ARBITRATOR'S  
 OCTOBER 20, 2014 FINAL ORDER  
 AND AWARD GRANTING FINAL  
 APPROVAL OF CLASS ACTION  
 SETTLEMENT**

Trial Date: None  
 Discovery Cut-Off: None  
 Pre-trial Conference Date: None

**DATE:** November 17, 2014

**TIME:** 10:00 AM

**COURTROOM:** Courtroom 5, 2<sup>nd</sup> Floor

**AMENDED [PROPOSED] ORDER CONFIRMING ARBITRATOR'S  
 OCTOBER 20, 2014 FINAL ORDER AND AWARD GRANTING FINAL  
 APPROVAL OF CLASS ACTION SETTLEMENT**

1 **ADDITIONAL COUNSEL FOR PLAINTIFF:**

2  
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4 Joshua D. Buck Cal SB #258325

5 **THIERMAN LAW FIRM, PC**

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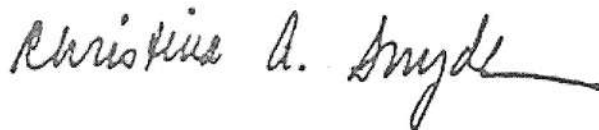
15 Tel: (310) 888-7771

16 e-mail: shaun@setarehlaw.com

**ORDER**

Plaintiffs/Claimants Dominique Whitaker and John White move for an order confirming the Arbitrator's October 20, 2014 Final Order and Award Granting Final Approval of Class Action Settlement (the "Award"). Plaintiffs' motion to confirm the Award came on regularly for hearing by the Court. The parties appeared through their respective counsel of record, and no opposition or objection was submitted to Plaintiffs' Motion. For the reasons stated in Plaintiffs' Motion, IT IS ORDERED that the Award of Arbitrator Joel Grossman, dated October 20, 2014, is confirmed in all respects and that judgment be entered in conformity therewith.

Dated: October 29, 2014



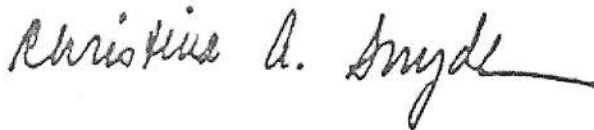
By: \_

Christina A. Snyder  
Judge of the District Court

**JUDGMENT**

The Arbitrator's Final Order And Award Granting Final Approval Of Class Action Settlement having been confirmed by order of this Court on October 29, 2014, IT IS HEREBY ADJUDGED that the Arbitrator's Final Order And Award Granting Final Approval Of The Class Action Settlement, issued by Arbitrator Joel Grossman on October 20, 2014 is confirmed as the judgment of this Court.

Dated: October 29, 2014



By: \_

Christina A. Snyder  
Judge of the District Court

**AMENDED [PROPOSED] ORDER CONFIRMING ARBITRATOR'S  
OCTOBER 20, 2014 FINAL ORDER AND AWARD GRANTING FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT**



## **EXHIBIT “C”**



UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

REGION 31  
11500 W Olympic Blvd Ste 600  
Los Angeles, CA 90064-1753

Agency Website: [www.nlrb.gov](http://www.nlrb.gov)  
Telephone: (310)235-7351  
Fax: (310)235-7420

December 1, 2014

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Countrywide Financial Corporation, Countrywide Home  
Loans, Inc., and Bank Of America Corporation  
177 Holston Dr  
Lancaster, CA 93535-4570

Re: Countrywide Financial Corporation,  
Countrywide Home Loans, Inc., and Bank  
of America Corporation (hereinafter  
referred to as "Countrywide")  
Cases 31-CA-072916 & 31-CA-072918

Dear Mr. Buck, Mr. Setareh, Mr. Cullen, Mr. Fisch, Mr. Berkowitz, & Mr. Kopenhefer:

On November 4, 2014, the Charging Parties requested that the Regional Director approve their request to withdraw the charges and dismiss the consolidated complaint. This request was based on the October 29, 2014, approval by the United States District Court of the settlement of the underlying class action wage and hour claim.

I am denying the Charging Parties' request for withdrawal of the charges and dismissal of the consolidated complaint because the settlement approved by the District Court does not address or remedy the *D.R. Horton* or *U-Haul* allegations raised in the consolidated complaint, which issued on October 23, 2012. As stated by the Board in *Alberci Fruin-Colnon*, 226 NLRB 1315, 1316 (1976), "Once a charge is filed, the General Counsel proceeds, not in vindication of private rights, but as the representative of an agency entrusted with the power and duty of

Countrywide Financial Corporation, Countrywide  
Home Loans, Inc., and Bank of America Corporation  
(hereinafter referred to as "Countrywide")  
Case 31-CA-072916

- 2 -

December 1, 2014

enforcing the Act in which the public has an interest, and dismissal does not lie as a matter of right should the charging party seek the charge's withdrawal."

As such, since the pending non-Board settlement does not address or remedy the Respondent's arbitration agreement's unlawful interference with employees' Section 7 rights, either with regard to the class action waiver or the restriction of the employees' access to the Board, I am denying the Charging Parties' request to withdraw the charges and dismiss the consolidated complaint.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Mori Rubin".

Mori Rubin  
Regional Director



**CERTIFICATE OF FILING AND SERVICE**

I certify that on this 14th day of April, 2016, I caused this PETITIONERS  
COUNTRYWIDE FINANCIAL CORPORATION, COUNTRYWIDE HOME LOANS, INC.  
AND BANK OF AMERICA CORPORATION's REQUEST FOR JUDICIAL NOTICE to be  
filed electronically with the Clerk of the Court using the CM/ECF System, which will send  
notice of such filing to the following registered CM/ECF users properly addressed to the  
following:

Linda Dreeben, Deputy Associate General Counsel  
Elizabeth Heaney  
David Casserly  
Appellate Court Branch,  
National Labor Relations Board  
1015 Half Street, S.E.  
Washington, D.C. 20570

Dated this 14th day of April, 2016.

**SHEPPARD, MULLIN, RICHTER & HAMPTON LLP**

By                     /s/ Gregg A. Fisch                      
Gregg A. Fisch  
Paul Berkowitz  
Attorneys for Petitioners  
**COUNTRYWIDE FINANCIAL CORPORATION;  
COUNTRYWIDE HOME LOANS, INC.; and  
BANK OF AMERICA CORPORATION**

CERTIFICATE FOR BRIEF IN PAPER FORMAT

*(attach this certificate to the end of each paper copy brief)*

9th Circuit Case Number(s): 15-72700; 15-73222

I, Gregg A. Fisch, certify that this brief is identical to the version submitted electronically on [date] April 14, 2016 .

Date April 14, 2016

Signature /s/ Gregg A. Fisch  
(either manual signature or "s/" plus typed name is acceptable)





CERTIFICATE FOR BRIEF IN PAPER FORMAT

*(attach this certificate to the end of each paper copy brief)*

9th Circuit Case Number(s): 15-72700; 15-73222

I, Gregg A. Fisch, certify that this brief is identical to the version submitted electronically on [date] April 14, 2016 .

Date April 14, 2016

Signature /s/ Gregg A. Fisch  
(either manual signature or "s/" plus typed name is acceptable)